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THIS DOES NOT  
CIRCULATE

*Agreement*

*Between the*

Carlstadt Board of Education

*and the*

Carlstadt School Custodians Association

*for the*

1979-81 School Years

*Bergen*

LIBRARY  
Institute of Management and  
Labor Relations

AUG 2 1979

RUTGERS UNIVERSITY

Table of Contents

*Preamble*

<i>Article I</i>	<i>Recognition</i>
<i>II</i>	<i>Negotiation Procedure</i>
<i>III</i>	<i>Salaries</i>
<i>IV</i>	<i>Deduction from Salary</i>
<i>V</i>	<i>Sick Leave</i>
<i>VI</i>	<i>Insurance Protection</i>
<i>VII</i>	<i>Grievance Procedure</i>
<i>VIII</i>	<i>Vacations</i>
<i>IX</i>	<i>Temporary Leaves of Absence</i>
<i>X</i>	<i>Paid Holidays</i>
<i>XI</i>	<i>Ethical Practices</i>
<i>XII</i>	<i>Clothing Allotment</i>
<i>XIII</i>	<i>Emergency Reassignment</i>
<i>XIV</i>	<i>Annual Refresher Program</i>
<i>XV</i>	<i>Duration of Agreement</i>

*Schedule A*

*Salary Guide*

PREAMBLE

This agreement entered into this 20th day of March, 1979, by and between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt School Custodians Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Carlstadt Custodians Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full time custodial personnel employed by the Board for the 1979-80 and 1980-81 school year.

B. Throughout the remainder of this agreement all mention of custodians shall mean full time custodians under contract to the Board.

ARTICLE II

NEGOTIATION PROCEDURE

A. When a contract is reached, it shall apply to all custodians, be reduced to writing, ratified and adopted by both parties, and signed by authorized representatives of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for review pertinent public records, data, and information of the Carlstadt School District. The Association, likewise, shall make available to the Board for review pertinent public records, data, and information of the Association.

C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Both parties may be empowered to consider tentative proposals and to make tentative

*counter-proposals during negotiations. Final agreement must be ratified and adopted by both parties before signing of written agreement.*

*D. The Association and the Board negotiation units shall schedule meetings at the convenience of both parties for the purpose of negotiating said agreement. Each party whenever possible shall submit to the other, no later than 48 hours prior to the meeting any tentative proposals and/or tentative counter-proposals covering matters on the agenda for the meeting.*

*E. All terms of the Agreement shall be applicable during the term of the Agreement unless either party feels there is a reason to re-open negotiations. Re-opening of negotiations must be agreed upon by both parties in writing.*

*F. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing signed by authorized representatives of both parties.*

*G. A secretary mutually agreed upon by both parties will be present at all negotiation meetings between the Board and the Association to take minutes, if needed. All costs, including secretary and printing, may be shared by both parties.*

### **ARTICLE III**

#### **SALARIES**

*A. Upon being hired all new full time custodial and maintenance personnel shall receive a 90 day probationary contract with a 14 day termination notice by either party. At the completion of the probationary period a regular contract shall be issued for the remainder of the school year if both parties are in accord.*

*B.1. The salaries of all custodians covered by this Agreement are*

*set forth in the Salary Guide in Schedule "A" attached.*

2. *The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.*

C.1. *Custodians shall be paid in twenty-four (24) semi-monthly installments.*

2. *Deduction forms shall be filed with the Secretary of the Board during the first two weeks of September of each year and shall be binding for the entire school year.*

3. *Payroll deductions for each custodian shall be computed in accordance with his base pay.*

4. *When a payday falls on or during a school holiday, vacation or weekend, custodians shall receive their pay check prior to the non-working day or days.*

#### **ARTICLE IV**

##### **DEDUCTION FROM SALARY**

*The Board agrees to deduct from salaries of its custodians dues for associate membership in the New Jersey Education Association as said custodians individually and voluntarily authorize the Board to deduct. Requests must be filed with the Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.*

#### **ARTICLE V**

##### **SICK LEAVE**

A. *All custodian shall be entitled to ten (10) sick leave days each school year; in case of sick leave claimed, the Board may require a*

*physician's certificate to be filed with the Secretary of the Board, for review, in order to obtain sick leave.*

*B. Custodian who have used all their accumulated sick leave, may have their case reviewed by the Board for possible merited extension and compensation.*

*C. Custodians shall be given a written statement of accumulated unused sick leave days as of September.*

#### **ARTICLE VI**

##### **INSURANCE PROTECTION**

*The Board shall provide health-care insurance protection under the New Jersey Public and School Employees Health Benefit Plan for a single or family contract, where appropriate, for all custodians for whom the Association is authorized to negotiate.*

#### **ARTICLE VII**

##### **GRIEVANCE PROCEDURE**

*A. The purpose of this procedure is to secure at the lowest possible level that any claim by a custodian or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement, may be processed as a grievance as hereinafter provided. A grievance must be filed within thirty (30) days of its occurrence or such grievance will be deemed waived and no action will be taken. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.*

*B. Any custodian shall have the right to present his grievance through the process described in the following steps. He shall have the right to present his own appeal or to designate representatives of the*

*Association or another person of his own choosing to appear with him or for him at any step in the appeal.*

*STEP 1. A custodian or custodians with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association, with the objective of resolving the matter informally.*

*STEP 2. If Step 1 is unsuccessful, the grievance will be submitted to the Association with a duplicate copy to the immediate supervisor involved.*

*a. If the Association determines the grievance has merit, it will be referred to the Superintendent; or*

*b. If the grievance has no merit, the Association will notify the custodian involved, with a copy to the supervisor involved.*

*c. A decision by the Association must be rendered within two school weeks.*

*STEP 3. The grievance with merit from Step 2 may be referred to the Superintendent in writing. The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five school days. He shall then have ten school days to render his decision or refer the grievance directly to the Board.*

*STEP 4. If the grievance is not resolved with the Superintendent to the satisfaction of the custodian and the Association representative, the aggrieved custodian may request a review by the Board of Education. The Board shall review the case and then hold a hearing with all parties in interest present and shall render a decision within two calendar months.*

## **ARTICLE VIII**

### **VACATIONS**

*Members of the Association will receive vacations as follows:*

*Completion of 1 through 4 years of service - 2 weeks*

*Completion of 5 through 9 years of service - 3 weeks*

*Completion of 10 years of service and over - 4 weeks*

## **ARTICLE IX**

### **TEMPORARY LEAVES OF ABSENCE**

*A. Custodians shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:*

*1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law).*

*2. One (1) day leave for day of funeral of any other relative.*

*3. Up to five (5) days per school year may be granted by the Superintendent of Schools, with approval of the Board, for personal matters that cannot be conducted on other than school hours. No day or days will be granted if immediately prior and/or subsequent to a scheduled holiday.*

*B. Application to the Superintendent, through the building principal, shall be made a week prior to the leave, except in the case of an emergency, and shall require a brief statement of reason for leave.*

ARTICLE X

PAID HOLIDAYS

All members of the Association will receive the following paid holidays:

	<u>1979-80</u>		<u>1980-81</u>
Independence Day	July 4	Independence Day	July 4
Labor Day	Sept. 3	Labor Day	Sept. 1
Columbus Day	Oct. 8	Veterans' Day	Nov. 11
Thanksgiving Day	Nov. 22	Thanksgiving Day	Nov. 27
Day after Thanksgiving Day	Nov. 23	Day after Thanksgiving Day	Nov. 28
Christmas Eve Day	Dec. 24	Christmas Day	Dec. 25
Christmas Day	Dec. 25	Day after Christmas Day	Dec. 26
New Years' Eve Day	Dec. 31	New Years' Day	Jan. 1
New Years' Day	Jan. 1	Day after New Years' Day	Jan. 2
Washington's Birthday	Feb. 18	Washington's Birthday	Feb. 16
Good Friday	Apr. 4	Good Friday	Apr. 17
Memorial Day	May 26	Memorial Day	May 25

Any changes must have Board of Education approval. The above holidays are subject to change and must be in accordance with the school calendar. A substitute day will be granted in the event school is in session on any of the above holidays.

ARTICLE XI

ETHICAL PRACTICES

A. No lockout of custodians shall be instituted by the Board during the term of this contract. The Association agrees that during the term of this contract neither its officers, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, job actions, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with the normal work of the Board. In the event that association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and

*shall instruct the members to return to their normal duties. Any custodian participating in these prohibitive activities shall be disciplined by the Board.*

*B. It is understood by all parties that negotiations will be conducted without the use of pressure tactics of any practice generally defined within the term "sanction". The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made".*

*C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.*

#### **ARTICLE XII**

##### **CLOTHING ALLOTMENT**

*The Board will supply each custodian with 3 pairs of trousers and 3 shirts each year during the term of this agreement.*

#### **ARTICLE XIII**

##### **EMERGENCY REASSIGNMENT**

*Custodians assigned to the steady afternoon shift (days that schools are scheduled to be in session or on any other week day that the Board may deem this service to be necessary) shall receive an additional \$300 for the year.*

*Emergency reassignment may be required in the following situations:*

- a. If two or more custodians assigned to days are absent; or*
- b. If both custodians assigned to afternoons are absent*

If such reassignment is required and less than 24 hours' notice is given for reassignment, the hours worked during the first day only shall be paid at time and one-half.

Reassignment to days shall first be made on a voluntary basis and then on an equalization basis.

Reassignment to afternoons shall first be made on a voluntary basis and, if unsuccessful, then filled by custodian assigned to maintenance.

#### ARTICLE XIV

##### ANNUAL REFRESHER PROGRAM

Commencing with the 1980-81 school year, each custodian shall be responsible for on the job refresher training in the location and operation of boilers and safety equipment in all district schools. It is further agreed that this training will be done on the custodians' own time, however, shall not exceed eight (8) hours in a contract year.

The training shall include but not be limited to the location of keys, switches, valves, pumps, doors, meters and a knowledge in the operation of boilers and all other safety equipment in each school.

#### ARTICLE XV

##### DURATION OF AGREEMENT

This Agreement shall be effective for a term of two (2) years, commencing on the first day of July, 1979.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, all on the day and year first above written.

*THE CARLSTADT BOARD OF EDUCATION*

*ATTEST:* \_\_\_\_\_ *By:* \_\_\_\_\_  
*Secretary* *President*

*THE CARLSTADT SCHOOL CUSTODIANS  
ASSOCIATION*

*ATTEST:* \_\_\_\_\_ *By:* \_\_\_\_\_  
*Secretary* *President*

**SCHEDULE "A"**  
**CUSTODIAN'S SALARY GUIDE**

**1979-81**

<u>Step</u>	<u>1979-80 Salary</u>	<u>1980-81 Salary</u>
1	\$10,300	\$11,000
2	11,000	11,700
3	11,700	12,400
4	12,400	13,100
5	13,100	13,900

*In the event it is necessary to establish a day's salary for payroll purposes, it shall be computed as follows:*

*52 Weeks x 40 hours per week = 2,080 hours  
Annual salary ÷ 2,080 hours = hourly rate  
Hourly rate x 8 hours = day's pay*